

EXHIBIT A

**UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF MASSACHUSETTS**

DR. ROBERT LEDERER,
Plaintiff

VS.

**JOHN SNOW, INC. AND THE
JOHN HOPKINS UNIVERSITY/
CENTER FOR COMMUNICATION
PROGRAM,**
Defendants

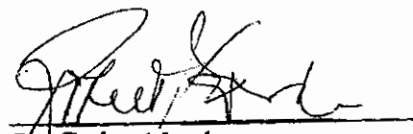
**CIVIL ACTION NO.:
04-CV-10284-NG**

AFFIDAVIT OF DR. ROBERT LEDERER

1. In or about May, 1999, I received a letter from Mr. Eric Rebbert, Human Resources Manager for John Hopkins, requesting that I submit a curriculum vitae concerning my potential involvement with the project entitled, Romania Family Health Initiative.
2. In or about September, 2000 I was again contacted by an employee of John Hopkins, Laurie Liskin, concerning said project already in progress in Romania. Ms. Liskin informed me that they would require an obligation of approximately one year. I informed her that I was interested in serving on the team in Romania.
3. On October 2, 2000, I was informed by Mr. Rebbert that John Hopkins and JSI were interested in opening discussions with me relating to my involvement in the Romanian project.
4. Subsequently, in October, 2000, I met with representatives of both John Hopkins and JSI in Baltimore, Maryland. Following our meetings and negotiations, it was agreed that I would initially go to Romania until the Christmas holidays, and then return to the United States to gather my personal belongings, including my documents and return to Bucharest in early January for the duration of the project, i.e. October 2001. I accepted this arrangement.
5. Thereafter, I made several inquiries concerning the status of the written contract. On each occasion, I was informed that Defendants were working on the contract and that I would receive it shortly.

6. By e-mail dated November 29, 2000, I was informed that Defendants were re y
with the contract and that I should arrange for travel logistics to Romania.
7. On December 1, 2000, I received what appeared to be a letter agreement da 1
November 27, 2000, which covered the period in Romania from December 4, 20)
to December 17, 2000. I was informed that the document needed to be sign 1
and faxed back immediately or I would not be cleared to leave. However, I v s
informed that I would receive a contract while in Romania to cover my scope f
work for year 2001. In fact, the letter Agreement I received instructed me to m t
with representatives of JSI and USAID Romania to discuss my scope of work -
my return trip to Romania in January, 2001.
8. At no time did any representative of JSI or John Hopkins indicate to me that
involvement in the project would involve only a two-week commitment.
9. In fact, prior to leaving the country, I made several arrangements for an extenc
trip to Romania. I received vaccinations, made arrangements for my bank
receive deposits for salary received while in Romania for 2001, ma
arrangements for my mail and made arrangements to bring my dog to Roma
following the Christmas holidays. I also gave up my house I was renting in Florid
10. While in Romania, I spent time looking for long-term living arrangements for
return trip in January.
11. I did not receive the second contract while in Romania. I returned from Roma
on or about December 19, 2000.

Signed under the pains and penalties of perjury this 23rd day of September, 200


Dr. Robert Lederer